



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD & FF

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. A monetary order in the sum of \$2250 for unpaid rent and damages
- b. An Order to retain the security deposit.
- c. An order to recover the cost of the filing fee

The tenant(s) failed to appear at the scheduled start of the hearing which was 1:30 p.m. on July 31, 2018. The landlord was present and ready to proceed. I left the teleconference hearing connection open and did not start the hearing until 10 minutes after the scheduled start time in order to enable the tenant to call in. The tenants failed to appear. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I then proceeded with the hearing. The landlord was given a full opportunity to present affirmed testimony, to make submissions and to call witnesses.

On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the Application for Dispute Resolution and Notice of Dispute Resolution Hearing was sufficiently served on the Tenant by mailing by registered mail on January 4, 2018 to the forwarding address provided by the Tenant. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided:

The issues to be decided are as follows:

- a. Whether the landlord is entitled to A Monetary Order and if so how much?
- b. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- c. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence:

The parties entered into a fixed term written tenancy agreement that provided that the tenancy would start on November 1, 2017 and end on November 1, 2018. The rent was

\$1500 per month payable on the first day of each month. The tenancy agreement provided that the tenant was supposed to pay a security deposit of \$750. However, the tenant paid a security deposit of \$700 only.

On October 8, 2018 the tenant gave landlord a text message that she was not moving into the rental unit and she was terminating the tenancy agreement.

The landlord sufficiently attempted to mitigate her loss by advertising but she was not able to find a new tenant to take possession on November 1, 2018. The new tenant took possession on N, 2018 and the landlord lost the sum of \$2250 in rent.

Analysis - Monetary Order and Cost of Filing fee:

Where the parties enter into a fixed term tenancy agreement the tenant is responsible to pay the rent for the unexpired term of the fixed term subject to the landlord's obligation to mitigate. The parties signed a fixed term tenancy agreement that provided that the tenancy was to commence on November 1, 2018. The tenant failed to give proper notice and did not move into the rental unit. The landlord sufficiently attempted to mitigate her loss but was not able to rent the rental unit for the month of November and suffered a loss of rent of \$1500 for that month.

I granted the landlord a monetary order in the sum of \$1500 plus the sum of \$100 in respect of the filing fee for a total of \$1600. I dismissed the landlord's claim for additional loss of rent as the landlord failed to prove those claims.

Security Deposit:

I determined the security deposit plus interest totals the sum of \$700. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$900.

Conclusion:

I ordered that the Landlord shall retain the security deposit of \$700. In addition I further ordered that the Tenant(s) pay to the Landlord(s) the sum of \$900.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

This decision is final and binding on both parties.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Residential Tenancy Act.

Dated: July 31, 2018

Residential Tenancy Branch